EXHIBIT L Insurance Requirements Guidelines

Table of Contents

Purpose and Scope	Page 2
Requirements for all Insurance	Page 3
Requirements for Property / Builder's Risk Insurance	Page 4
Requirements for Liability & Other Insurance	Page 5
Insurance Premium Benchmarking	Page 6
Sample Certificates of Insurance	Page 7

Exhibits:

Property Underwriting (To Be Provided Upon Award) Liability Loss Summary (To Be Provided Upon Award)

PURPOSE & SCOPE:

The purpose of these guidelines is to summarize anticipated terms and conditions of NYCHA's insurance requirements for the prospective Ground Lessee/Beneficial Owner (hereafter, "Development Partner"). These guidelines may be utilized to benchmark - on a preliminary basis - the cost of insurance during construction and operational phases of the Development(s).

Final insurance requirements - and all terms and conditions thereto - are contingent on the final project scope contained in the Operating Agreement, Ground Lease, and other agreements applicable to the Development. NYCHA Risk Management will review these requirements with the Real Estate Development Department and Law Department as well as with the Development Partner and may amend these requirements once the project scope and related agreements are finalized prior to closing.

NYCHA's insurance requirements are communicated via contractual agreement with the Development Partner. While it will be the Development Partner's sole responsibility to see that these requirements are met, it is understood that certain requirements may be met by other parties, such as a developer, general contractor, property manager or other parties as appropriate, acting on behalf of the Development Partner and subject to related contractual agreements.

For avoidance of doubt, it is the intent of NYCHA that all insurable risk pursuant to the Development(s) and all operations thereof be transferred to the Development Partner on a primary basis, and that any NYCHA legal entity engaged in the Development is insured from insurable risks in a manner consistent with the indemnification provisions of the contractual agreements applicable to the Development. The Development Partner will acknowledge that any other insurance NYCHA obtains or maintains with respect to these developments shall be contingent and excess to the insurance required below and shall be structured to inure to NYCHA's sole benefit.

NYCHA may further require that the Development Partner enforces minimum insurance requirements on contractors and other parties providing goods and services to the Development. These requirements will be included in the final contractual agreements.

These guidelines and the final requirements are exclusive of any other statutory or contractual insurance requirements which may be imposed by any other party on the Development Partner pursuant to the Development.

IMPORTANT NOTE: In cases where a) "RAD" or "PACT" conversion is <u>not</u> effective on date of closing and/or b) a Development continues to include, or may include Public Housing Units, HUD insurance requirements – which are more substantial than those provided below – would apply. While these scenarios are not generally anticipated, waivers from these requirements may need to be requested by the Tenant and Development Partners.

REQUIREMENTS FOR ALL INSURANCE:

The following requirements pertain to ALL insurance policies obtained and maintained with respect to the Development, unless otherwise noted below:

Insurers – All insurance shall be underwritten by an insurance company that is licensed - or otherwise legally permitted - to transact business in the state of New York and has an AM Best's policyholder rating of A- or greater and a financial size category of VII or greater. Insurance may alternately be underwritten by a Lloyd's of London syndicate or Surplus Lines Insurers authorized to underwrite business in New York.

Blanket Insurance Policies – Development Partner may elect to include the Development in a blanket insurance program with other assets owned or managed by the Development Partner. NYCHA's approval of such policies shall not be unreasonably withheld provided Development Partner acknowledges NYCHA's interest in, and right to review and approve the sharing of limits, concentration of risk, premium allocation and other policy/program terms and conditions.

Alternative Risk Financing & High Retention/Deductible Programs – Self-Insurance, Captive Insurance, participation in Insurance Purchasing Groups or insurance with retentions/deductibles excess of

\$100,000 must be approved by NYCHA. Approval of Alternative Risk Financing will not be unreasonably withheld, provided that the financial resources and responsibility to pay claims in a manner consistent with the insurance required below is lawful, demonstrable and credible. Development Partner is responsible for all deductibles and retentions.

Waiver of Subrogation - All policies must include a Waiver of Subrogation in favor of each NYCHA entity engaged in the transaction wherever commercially available.

Primary/Non-Contributory - All policies must apply on a primary basis to any similar insurance carried by any NYCHA entity and not seek contribution from the same wherever commercially available.

Additional Insured - All liability policies must include each NYCHA entity engaged in the transaction as an Additional Insured or provide equivalent protection to each NYCHA entity wherever commercially available.

Severability of Interests - All policies must include the provision commonly known as Severability of Interests, or Separation of Insureds wherever commercially available.

Loss Payee (ISAOA ATIMA) - To the extent NYCHA retains an ownership interest or other financial interest in the assets or revenue of the Development, then each NYCHA entity, it's successors or assigns (ISOA) must be named as Loss Payee on all First-Party Property and Builder's Risk policies, inclusive of proceeds from Business Interruption, Rental Income and Delay in Completion coverage, as their interest may appear (ATIMA). NYCHA's status as loss payee and its insurable interest in proceeds from any such policy may not be superseded by any other entity (e.g., an outside financer) unless approved in writing by NYCHA.

Notice of Cancellation - All policies must include provisions providing NYCHA with 30

days' notice of cancellation, except 10 days for non-payment of premium.

REQUIREMENTS FOR PROPERTY & BUILDER'S RISK INSURANCE:

The scope of work and development phase will determine which policy form will be appropriate. All physical property including without limitation, existing structures, infrastructure, furniture, fixtures and equipment, contents, and any improvements and betterments conveyed via contract or thereafter constructed must be insured as follows:

100% Replacement Cost Valuation / No Coinsurance – Total Insured Value (TIV) as credibly substantiated by Tenant and approved by NYCHA on a semi-annual basis upon policy renewal or inception. For cost estimate and closing, the TIV currently appraised by NYCHA shall be provided with respect to existing structures and contents, however time element values must be calculated by Development Partner, with calculation disclosed to NYCHA. Per Occurrence Loss Limits which are less than the cumulative TIV must be substantiated and approved by NYCHA Risk Management.

All Risk Policy Form - including:

- Equipment Breakdown / Boiler & Machinery Insurance equal to the TIV or Per Occurrence limit selected per the above.
- Earthquake, Windstorm, and Flood Insurance limits commensurate with a credible analysis of Probable Maximum Loss (PML) as substantiated by Tenant and approved by NYCHA, but no less than the lesser of TIV or \$25,000,000 per occurrence as respects Windstorm, and the lesser of TIV or \$5,000,000 per occurrence and in the annual aggregate separately as respects Earthquake and Flood.
- Ordinance or Law Coverage Coverage must be provided for the costs associated with enforcement of any ordinance or law regulating any physical property (building, structure, machinery or equipment), to:
 - o Demolish any physically damaged and undamaged portion;
 - Cover the increased cost for repair or rebuilding of the physically damaged and undamaged portions, whether or not demolition is required.
- **Time Element** limits (i.e. **Business Interruption** or **Rental Income**) equal to no less than 24 months of projected net income derived from the leased premises on an Actual Loss Sustained (ALS) basis.

New Structures and Property in the Course of Construction

All buildings and other structures which are newly constructed pursuant to the ground lease must – during the Course of Construction – be insured on a Completed Value basis, including coverage for soft costs, delay-in-completion and other standard terms & conditions.

REQUIREMENTS FOR LIABILITY AND OTHER INSURANCE:

Through the duration of the lease, during both construction and operational phases, the Development Partner must cause to be obtained and maintained liability and other insurance with respect to the Development and any operations thereof. Required limits may be achieved by a combination of primary and excess insurance provided that all terms and conditions are met.

General Liability - \$25,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage to third parties. If limit is achieved using primary and excess policies under a "master" insurance program that insures other properties, the primary aggregate limit must be issued on a per- project or per-location basis.

Automobile Liability - \$5,000,000 combined single limit per accident, including owned, hired, leased and non-owned vehicles operating on or from the Development or in the course of operations related thereto.

Workers' Compensation / Employer's Liability – Workers' Compensation and Employer's Liability Insurance as required by New York State Law.

Environmental / Pollution Legal Liability – Up to \$10,000,000 per claim and in the aggregate covering all pollution conditions for which it is Development Partner's duty to indemnify NYCHA entities pursuant to contract. Limit shall be determined prior to closing based on pre-development environmental surveys.

Executive Risk Liability - \$5,000,000 per claim and in the aggregate covering the wrongful acts of the Development Partner entity, it's Members, Directors and Officers (as applicable), and indemnifying the same – on a non-rescindable basis - as required by Operating Agreement. Employment Practices Liability with third party coverage extension, Crime and Fiduciary Liability must also be included at no less than \$1,000,000 per claim.

Network Security & Privacy Liability Insurance - \$1M per claim and in the aggregate covering statutory and civil liability arising out of a breach of confidential, private or sensitive data in the care, custody and control of the Development Partner.

INSURANCE PREMIUM BENCHMARKING:

To assist Development Partners, NYCHA has requested that its own insurance professionals provide the below benchmarks for basic insurance pricing during the operational (non-construction) phase of the project. Please note that the benchmarks provided below are for preliminary guidance only and NYCHA makes no guarantee that Development Partner will be able to achieve the pricing cited below.

Insurance pricing is influenced by the state of the insurance marketplace at the time of placement, as well as by the historical loss performance of the purchaser and prior owner, among other factors. The party which will procure insurance with respect to the Development must carefully review the above requirements and provide underwriting information to their insurance professional in order to obtain more accurate estimates – and actual quotes - of insurance costs.

PROPERTY INSURANCE

The anticipated range of rates for the Property Insurance required above is between \$0.07 and \$0.25 per \$100 of TIV. The lower end of the range may be achievable for property schedules that are largely Masonry Non-Combustible construction, have no prior losses, no high hazard flood exposure, <u>and assuming a deductible of at least \$50,000 to \$100,000</u>. Schedules that include considerable Joisted Masonry and/or Frame construction, properties situated in high hazard flood zones and properties with significant loss history may experience the higher end of the range.

GENERAL LIABILITY / EXCESS LIABILITY INSURANCE

The table below provides low/high range estimates by borough for Primary General Liability and \$25,000,000 Excess Liability per "door" **assuming a \$25,000 per occurrence deductible**. Notable influencers on liability rates include the historical loss experience of the Development itself and the incoming management team, the scope of construction/renovation, whether tenants will remain in place during that time, and local crime statistics and legal environment for that borough.

Borough	Low Range Estimate per Door	High Range Estimate per Door
Queens	\$629	\$1,200
Bronx	\$740	\$1,410
Brooklyn	\$680	\$1,297
Staten Island	\$555	\$1,059
Manhattan	\$629	\$1,200

Please Note:

The costs of the other required insurance policies (such as Workers Compensation or Auto Liability) **are not benchmarked above** due to variables related to actual Development Partner operations and strategy. Development Partners will need to estimate the costs for these types of policies based on their operating assumptions (e.g. payroll, use of vehicles, etc.).

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/2//2018										
THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.										
PRODUCER NAME, CONTACT PERSON AND ADDRESS	(A/C, No, Ext): 203-658-0511				COMPANY NAME AND ADD	RESS	NAIC NO: 29424			
Edgewood Partners Insurand 3 Landmark Square, 4th Floo Stamford CT 06901-2515	e Center			Hartford Casualty Ins. (Hartford Plaza Hartford CT 06115	Co.					
FAX	ADDRESS: rusty.briante@epicbrokers.	com			IF MULTIPLE	COMPANIES, COMPLETE	SEPARATE FORM FOR EACH			
(A/C, No): CODE:	SUB CODE:				POLICY TYPE					
AGENCY CUSTOMER ID #:					_					
NAMED INSURED AND ADDRESS ABC COMPANY 263 Tresser Blvd					LOAN NUMBER	POLICY NUMBER PROP12345				
Stamford, CT 06901					EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL			
					04/01/2018	04/01/2019	TERMINATED IF CHECKED			
ADDITIONAL NAMED INSURED(S)					THIS REPLACES PRIOR EVI	DENCE DATED:				
PROPERTYINFORMATION	I (ACORD 101 may be attached if	mor	e sp	ace	is required) × BUILD	DING OR × BUS	INESS PERSONAL PROPERTY			
LOCATION / DESCRIPTION										
REQUIREMENT, TERM OR CO ISSUED OR MAY PERTAIN, TH	E LISTED BELOW HAVE BEEN ISSUED INDITION OF ANY CONTRACT OR OTH IE INSURANCE AFFORDED BY THE POI WN MAY HAVE BEEN REDUCED BY PAI	ER D	OCL S DE	JMEN ESCF	NT WITH RESPECT TO WH	ICH THIS EVIDENCE	OF PROPERTY INSURANCE MAY BE			
COVERAGE INFORMATIO	N PERILS INSURED	BA	SIC		BROAD SPECI	AL X All Risk				
COMMERCIAL PROPERTY COV	ERAGE AMOUNTOF INSURANCE: \$2	25,00	0,00	0			DED:			
		YES	NO	N/A						
X BUSINESS INCOME X RE	NTAL VALUE	Х			If YES, LIMIT:	XA	Actual Loss Sustained; # of months: 24			
BLANKET COVERAGE				Х	If YES, indicate value(s) re	ported on property identi	ified above: \$			
TERRORISM COVERAGE		Х			Attach Disclosure Notice /	DEC				
IS THERE A TERRORISM-S	PECIFIC EXCLUSION?		Х							
IS DOMESTIC TERRORISM	EXCLUDED?		Х							
LIMITED FUNGUS COVERAGE				Х	If YES, LIMIT:		DED:			
FUNGUS EXCLUSION (If "YES",	specify organization's form used)			Х						
REPLACEMENT COST		Х								
AGREED VALUE				Х						
COINSURANCE				Х	If YES, %					
EQUIPMENT BREAKDOWN (If A	,	Х			If YES, LIMIT:		DED:			
8	e for loss to undamaged portion of bldg	Х			If YES, LIMIT:		DED:			
	tion Costs	Х			If YES, LIMIT:		DED:			
	ost of Construction	Х			If YES, LIMIT:\$10,000,000		DED:			
EARTH MOVEMENT (If Applicabl	e)	Х			If YES, LIMIT:\$5,000,000		DED:			
FLOOD (If Applicable)		X			If YES, LIMIT:\$5,000,000		DED:			
WIND / HAIL INCL YES		-			If YES, LIMIT:\$25,000,000		DED:			
NAMED STORM INCL YES PERMISSION TO WAIVE SUBRO HOLDER PRIOR TO LOSS	NO Subject to Different Provisions: DGATION IN FAVOR OF MORTGAGE	X X			If YES, LIMIT:		DED:			
SHOULD ANY OF THE AB	OVE DESCRIBED POLICIES BE CA		ELLI	ED E	BEFORE THE EXPIRAT	ON DATE THEREOF	F, NOTICE WILL BE			
ADDITIONAL INTEREST										
CONTRACT OF SALE LENDER'S LOSS PAYABLE X LOSS PAYEE					LENDER SERVICING AGENT	NAME AND ADDRESS				
MORTGAGEE	1									
New York City Housing Authority ISAOA ATIMA c/o Risk Management Department										
90 Church Street, 6th Floor New York NY 10007-2919					AUTHORIZED REPRESENTA	ΠVE				



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AGENCY CUSTOMER ID: _____ LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _1_of _1_

AGENCY Edgewood Partners Insurance Center		ABC COMPANY 263 Tresser Blvd					
POLICY NUMBER		Stamford, CT 06901					
CARRIER	NAIC CODE	-					
		EFFECTIVE DATE:					
ADDITIONAL REMARKS							
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,						
FORM NUMBER:FORM TITLE: EVIDENCE OF C	COMMERCIAL	PROPERTY INSURANCE					
REMARKS							
IYCHA is named as Loss Payee as required by written contract of	currently in forc	e.					
Il policies include a provision which endeavors to provide NYCH	A with 30 days	notice of cancellation, except 10 days for non-payment of premium.					
ACORD 101 (2008	3/01)						

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		NAME: Rusty Briante			
Edgewood Partners Insurance Center 3 Landmark Square, 4th Floor Stamford CT 06901-2515		PHONE 203-658-0511 (A/C, No, Ext):	FAX (A/C, No):		
		ADDRESS: rusty.briante@epicbrokers.com			
		INSURER(S) AFFORDING COVE	ERAGE	NAIC #	
		INSURER A : American Insurance Company		21857	
ABC COMPANY 263 Tressor Blvd Stamford CT 06901	SAMPLE	INSURER B : Allied Insurance Company		19100	
		INSURER C : Allied World Assurance Compa	iny (U.S.)	19489	
		INSURER D : Zurich American Insurance Co		16535	
		INSURER E : Westchester Fire Insurance Co.		21121	
		INSURER F : XL Insurance America Inc.	24554		

COVERAGES

CERTIFICATE NUMBER: 1900307025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
А	Х	COMMERCIAL GENERAL LIABILITY	Υ	Y	GL12345	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
								MED EXP (Any one person)	\$ 250,000
								PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	Y	Y	AU12345	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
F	Х	UMBRELLA LIAB X OCCUR	Y	Y	UMB12345	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 25,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 25,000,000
		DED RETENTION \$							\$
С		RKERS COMPENSATION		Y	WC12345	4/1/2018	4/1/2019	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBEREXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	idatory in NH)	11/ 7					E.L. DISEASE - EAEMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D E		ctors & Officers/Management Liability ution Legal Liability			D&O12345 POLL12345	4/1/2018 4/1/2018	4/1/2019 4/1/2019	Limit: \$5M/Per Claim Limit: \$10M/Per Claim	\$5M/Aggregate \$10M/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NYCHA is an Additional Insured as required by written contract currently in force.

Waiver of Subrogation applies to General Liability, Automobile and Workers' Compensation policies only to the extent of such obligation under written contract executed prior to loss.

The General Liability and Automobile policies apply on a Primary and Non-Contributory basis, where required by written contract.

The General Liability and Automobile policies include a Separation of Insureds provision.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
New York City Housing Authority ISAOA ATIMA c/o Risk Management Department	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
90 Church Street, 6th Floor New York NY 10007-2919	AUTHORIZED REPRESENTATIVE
ACORD 25 (2016/03)	

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AGENCY CUSTOMER ID: SAMPLE

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _1_of _1_

ACENCY		
AGENCY Edgewood Partners Insurance Center		ABC COMPANY 263 Tressor Blvd
POLICY NUMBER		Stamford CT 06901
CARRIER	NAIC CODE	
		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC	ORD FORM,	
FORM NUMBER:25 FORM TITLE: CERTIFICATE O	F LIABILITY IN	ISURANCE
All policies include a provision which endeavors to provide NYCH/ ACORD 101 (2008)		notice of cancellation, except 10 days for non-payment of premium.

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